



WEST VALLEY CITY HOUSING AUTHORITY
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119

LARS NORDFELT, CHAIR
STEVE VINCENT, VICE CHAIR

A Special Meeting of the West Valley City Housing Authority will be held on Tuesday, July 12, 2016, at 6:30 PM, or as soon thereafter as the Redevelopment Agency Meeting is completed, in the Council Chambers , West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted July 6, 2016, 4:00 PM

A G E N D A

1. Call to Order- Chair Lars Nordfelt
2. Opening Ceremony
3. Roll Call
4. Resolutions:
 - A. 16-06: Authorize the Execution of a Real Estate Purchase Agreement for Property Located at 3027-3029 West Lehman Avenue
 - B. 16-07: Amend the Bylaws of the Housing Authority to Amend the Meeting Schedule of the Authority and to Update the Bylaws in Accordance with Utah Law
5. Adjourn

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

Item: _____

Fiscal Impact: _____

Funding Source: _____

Account #: _____

Budget Opening Required: ☐

ISSUE:

A resolution authorizing the West Valley City Housing Authority to enter into a Real Estate Purchase Agreement.

SYNOPSIS:

This resolution authorizes the West Valley City Housing Authority to enter into a Real Estate Purchase Agreement to purchase property located at 3027-3029 West Lehman Avenue, in West Valley City, Salt Lake County, for a purchase price of \$235,000.

BACKGROUND:

Pursuant to this resolution, the West Valley Housing Authority will acquire the property and partner with Salt Lake County to redevelop the Valley Fair Apartments.

RECOMMENDATION:

City staff recommends approval of the resolution.

SUBMITTED BY:

Steve Pastorik,
Planning Director

HOUSING AUTHORITY OF WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
REAL ESTATE PURCHASE AGREEMENT FOR PROPERTY
LOCATED AT 3027-3029 WEST LEHMAN AVENUE.**

WHEREAS, the Housing Authority of West Valley City, Utah (the “Authority”) is established to promote the availability of affordable housing within the City; and

WHEREAS, the Authority desires to promote the redevelopment of aging housing stock and to assist in the development of high quality affordable housing in and around the City’s downtown area; and

WHEREAS, the Authority desires to acquire the property located at 3027-3029 West Lehman Avenue to assist in those development and redevelopment efforts; and

WHEREAS, the owner is willing to sell said property to the Authority; and

WHEREAS, a Real Estate Purchase Agreement (the “Agreement”) has been prepared for execution by and between the property owner and the Authority; and

WHEREAS, the Board of Commissioners of the Housing Authority of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to execute the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of West Valley City, Utah that the Agreement is hereby approved, and that the Chairman and Executive Director are hereby authorized to execute said Agreement for and in behalf of the authority, subject to approval of the final form of the Agreement by the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

HOUSING AUTHORITY OF WEST VALLEY
CITY

CHAIRMAN

ATTEST:

SECRETARY

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT, herein the "Agreement," is made and entered into as of the _____ day of _____, 2016, by and between Manuel, Juanita, and Anthony Valenzuela, herein the "Seller," and West Valley City Housing Authority, a municipal corporation of the State of Utah, herein the "Buyer."

RECITALS:

- A. The Seller owns a parcel of property located at 3027-3029 West Lehman Avenue, in West Valley City, Salt Lake County, State of Utah, herein the "Property." The Property is more particularly described and depicted on the attached Exhibit "A," which is incorporated herein. For purposes of this Agreement, the term "Property" shall include the Property purchased pursuant to the terms of this Agreement and all of the Seller's right, title, and interest in and to all leases, privileges, rights-of-way, easements, and appurtenances, and all other rights appurtenant to or connected with the beneficial use or enjoyment of the Property, including, without limitation, any of the Seller's right, title, and interest in and to immediately adjacent public streets, roads, alleys, or rights-of-way; all mineral rights; all surveys in the Seller's possession or control relating to the Property; and all soils and other geological or environmental studies, investigations, and reports, engineering studies and reports, wetlands information and reports, and landscaping plans and specifications in the Seller's possession or control relating to the Property.
- B. The Seller desires to sell the Property to the Buyer, and the Buyer desires to purchase the Property from the Seller, upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement, the Buyer and the Seller agree as follows:

AGREEMENT:

- 1. **Purchase of Property.** Subject to the terms and conditions of this Agreement, the Seller agrees to sell the Property to the Buyer, and the Buyer agrees to purchase the Property from the Seller. The Seller hereby agrees to effect this purchase and sale transaction through the use of a Warranty Deed, subject only to those title matters which are acceptable to the Buyer.
- 2. **Purchase Price.**
 - a. Purchase Price. The Purchase Price shall be \$235,000 payable in United States dollars.
 - b. Earnest Money. Within 10 days of the execution of this Agreement by all parties, the Buyer shall pay \$7,500 earnest money into escrow account with the title

be assigned to the Buyer at Closing.

- (iii) All security deposits of current tenants, if any.
- (iv) The Seller shall not pay closing costs, including title insurance, escrow or recording costs.

c. Buyer's Costs. The Buyer shall pay the following items at or before the Closing:

- (i) The Purchase Price.
- (ii) Closing, escrow and recording costs.
- (iii) The cost of title insurance.

d. Failure to Deliver.

- (i) If the Buyer fails or refuses to deliver the required funds at the Closing, the Seller may, at the Seller's option, extend the time for the Closing, or may commence an action for damages, or bring an action to compel specific performance by the Buyer. All costs shall be borne by the party incurring the cost. The Seller expressly agrees that the action for damages, or action for specific performance pursuant to this section shall be the Seller's sole remedies for the Buyer's failure to perform or deliver at the Closing.
- (ii) If the Seller fails or refuses to deliver a valid and acceptable Deed, or such other documents as may be necessary for the Seller to perform at the Closing, the Buyer may, at the Buyer's option, extend the time for the Closing, or may take any legal action necessary to enforce the Buyer's rights, to be made whole for damages caused by the Seller's default, and/or to compel specific performance by the Seller.

e. Prorations.

- (i) All water, sewer, and utility charges for the Property.
- (ii) Seller is paying the prorated 2016 General Property Taxes through the date of Closing, however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, including rollback taxes, it is the responsibility of the Seller to pay said taxes since the Buyer is tax exempt.
- (iii) All levied or pending assessments affecting the Property.
- (iv) Current rents received from the Property, if any.

company to be paid to the Seller at Closing. If the Buyer terminates this Agreement for any reason during the 45-day period provided for Property Inspection under section 3.b, the Earnest Money shall be returned to the Buyer.

- c. Balance of Purchase Price. The Buyer shall pay the entire Purchase Price, less the Earnest Money, in cash at the Closing.
3. **Conditions to Closing.** The Closing shall not occur until each one of the following conditions precedent has been satisfied, in the Buyer's sole discretion, prior to the Closing; provided, however, that the Buyer is entitled to waive any of the conditions in writing.
- a. Approval of Title. At the Closing, the title to the Property shall be in a condition that is acceptable to the Buyer in its sole discretion. At the Buyer's written request, the Seller shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the Buyer.
 - b. Property Inspections. The Property shall be in a physical condition acceptable to the Buyer, in its sole discretion. The Buyer shall have 45 days from the date of the execution of this Agreement to perform physical inspections of the Property, including, but not limited to: any surveys, soils tests, groundwater tests, environmental tests, and any other tests Buyer determines, at the Buyer's discretion. If the Buyer fails to terminate this Agreement within the 45-day period, the Buyer will be deemed to have accepted the physical condition of the Property.
 - c. Water Rights. The parties agree that all water rights, water shares, or stock owned by the Seller and associated with the property, if any, shall be conveyed to the Buyer.
 - d. Mineral Rights. The sale includes all mineral rights to the Property.
4. **Closing.** The term "Closing" is used in this Agreement to mean the time at which the title company records the Deed in the office of the Salt Lake County Recorder. The Closing shall occur on or before August 1, 2016, unless the Buyer and the Seller mutually agree in writing to close the transaction on an alternate date.
- a. Buyer Deliveries. On or before the Closing Date, the Buyer shall deliver payment of the balance of the cash Purchase Price.
 - b. Seller Deliveries. On or before the Closing Date, the Seller shall deliver the following to the Buyer:
 - (i) The duly executed and acknowledged Warranty Deed in favor of the Buyer, conveying fee title to the Property, free and clear of all liens and encumbrances which are unacceptable to the Buyer.
 - (ii) Original copies, as available, of all leases, subleases and contracts relating to the Property. If applicable, all such leases, subleases and contracts shall

The Seller shall furnish to the Buyer sufficient information to enable the Buyer and the Seller to make the prorations required under this Agreement.

5. Seller's Representations, Warranties and Covenants.

- a. The parties expressly understand that each of the following representations, warranties, and covenants made herein is material, and that the Buyer is relying upon each of such representations, warranties, and covenants as true and correct as of the date on which the parties executed this Agreement and as of the Closing Date, as though such representations, warranties and covenants had been made on each of such dates. As a condition to the Closing, the Seller hereby makes the following representations and warranties, in addition to any others made in this Agreement:
- (i) At the Closing, the Seller will be the sole owner of the Property and will hold title to the Property in fee simple, free and clear of all encumbrances, except for those found acceptable by the Buyer.
 - (ii) The Seller warrants that there is no pending claim, suit, or litigation that involves the Property.
 - (iii) At the Closing, there will be no unpaid bills or claims in connection with the Property, except for utility bills related to the Seller remaining on the Property as set forth in Section 7 of this Agreement.
 - (iv) Between the date of this Agreement and the Closing date, the Seller, without the Buyer's prior written consent, shall not subject any new lease agreements, right, title, or interest in the Property to any mortgage, pledge, lien, or other encumbrance.
 - (v) This Agreement and the consummation of this transaction do not and will not contravene any provision of any judgment, order, decree, writ, or injunction, and will not result in a breach of, constitute a default under, or require consent pursuant to any credit agreement, lease, indenture, mortgage, deed of trust, purchase agreement, guaranty, or other instrument to which any of the persons or entities comprising the Seller are presently a party or by which any of the same or their respective assets are presently bound or affected.
 - (vi) All documents delivered to the Buyer by the Seller pursuant to this Agreement are true, correct, and complete originals or accurate copies of originals.

To the actual knowledge of the Seller no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or into any water systems on or below the surface of the

Property, and the Property complies with all local, state, and federal hazardous waste laws, rules, and regulations.

The Seller hereby agrees and covenants that the Purchase Price being paid by the Buyer constitutes full and adequate consideration for the Property and rights being acquired by the Buyer. The Seller also agrees and covenants that the sale of the Property is a transaction with the Buyer at arm's length in accordance with the terms and conditions set forth herein this Agreement and that the Seller was not induced, threatened, or otherwise compelled by Buyer to consummate the transaction.

These representations, warranties, and covenants of the Seller shall survive the Closing on the Property.

6. **Brokerage Commissions.** The Buyer is represented by Broker Dee Hansen of the DRH Realty, LLC. The Seller is not represented by a broker or real estate agent in this transaction. The Buyer shall be solely responsible for the payment of the commission to Dee Hansen in this transaction. Further, the Seller hereby indemnifies the Buyer from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Seller. The Buyer hereby indemnifies the Seller from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Buyer.
7. **Additional Acts and Consideration.** Both the Buyer and the Seller agree to execute all other documents and to do such other acts as may be reasonably necessary or proper in order to consummate the transaction contemplated by this Agreement.
8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by telecopy (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the Seller:

Manuel, Juanita, and Anthony Valenzuela

If to the Buyer:

Mark Nord
RDA Director
3600 Constitution Boulevard

West Valley City, Utah 84119
Telephone: 801-963-3473
Facsimile: 801-963-8434

With a copy to:

Freyja Johnson
RDA Attorney
West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119
Telephone: 801-955-3605
Facsimile: 801-963-3559

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

9. **Attorney's Fees.** Should it become necessary for either party to enforce its rights under this Agreement, whether in suit or otherwise, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorney's fees and costs, in addition to any other relief to which the party attempting to enforce its rights hereunder may be entitled.
10. **Modification.** Neither party to this Agreement may amend or modify this Agreement, except in a writing executed by the parties hereto.
11. **Risk of Loss.** If, prior to the Closing Date, the Property or any portion thereof is damaged by fire, acts of God, or other casualty or cause, the Buyer shall have the right to terminate this Agreement and the Earnest Money shall be refunded to Buyer.
12. **Entire Agreement.** The parties expressly agree that this Agreement and the exhibits attached hereto constitute the full and complete understanding and agreement of the parties, and that this Agreement supersedes all prior understandings, agreements, and conversations between the parties, whether oral or written. Any prior negotiations, correspondence, or understandings related to the subject matter of this Agreement shall be deemed to be merged into this Agreement and the attached exhibits.
13. **Severability.** If any term or provision of this Agreement is invalid or unenforceable for any reason whatever, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
14. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original for all purposes, but all of which shall constitute but one and the same instrument.

16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.
17. **Assignability.** This Agreement shall bind and inure to the benefit of the assignees, heirs, and successors-in-interest of the Buyer and the Seller. Neither the Buyer nor the Seller shall assign its rights or delegate its obligations hereunder without the prior written consent of the other.
18. **Time of the Essence.** Time is of the essence with respect to the performance of the parties under this Agreement.
19. **Waiver.** A waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the day and year first above written.

BUYER:

West Valley City Housing Authority

Executive Director

ATTEST:

Secretary

APPROVED AS TO FORM

RDA Attorney

By: _____

Date: _____

EXHIBIT A

Parcel No.: 15-33-105-011

Lot 32, LEHMAN SUBDIVISION, according to the official plat thereof on file and of record in the Office of the Salt Lake County Recorder.

Manuela Bobbie Valenzuela
AKA Robert M. Valenzuela

SELLER: Juanita Valenzuela

Manuel, Juanita, and Anthony Valenzuela
Manuel, Juanita, and Anthony Valenzuela

STATE OF Utah)

: ss.

COUNTY OF Salt Lake)

On this 10th day of June, 2016, personally appeared before me
Manuel Bobbie Valenzuela, Juanita Valenzuela and Anthony Valenzuela [name of person(s)], whose
identity is personally known to me or proved to me on the basis of satisfactory evidence, and
who affirmed that he/she is the owners/landlords [title], of
3027 S 3029 Lehigh Avenue West Valley, UT 84119, by authority of its members or its
articles of organization, and he/she acknowledged to me that said limited liability company
executed the same.



Melanie Brown
Notary Public



Item: _____
Fiscal Impact: N/A _____
Funding Source: _____
Account #: _____
Budget Opening Required: ☐

ISSUE:

A resolution approving the amendment of the Housing Authority's bylaws.

SYNOPSIS:

This resolution amends the Housing Authority's bylaws to update provisions governing meetings and membership in accordance with Utah law and to permit the Board of Commissioners flexibility in determining the meeting schedule.

BACKGROUND:

Upon the creation of the Housing Authority, the Board of Commissioners approved bylaws to govern the operations of the Board. These bylaws have not been updated since the recodification of Utah statutes governing the Housing Authority. This amendment will update obsolete language in the bylaws and clarify current practice with regard to meeting schedules, removing ambiguous and outdated language concerning the meetings of the Authority.

RECOMMENDATION:

Approve the proposed resolution.

HOUSING AUTHORITY OF WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE BYLAWS OF THE
HOUSING AUTHORITY TO AMEND THE MEETING
SCHEDULE OF THE AUTHORITY AND TO UPDATE THE
BYLAWS IN ACCORDANCE WITH UTAH LAW.**

WHEREAS, the Housing Authority of West Valley City, Utah (the “Authority”) is governed by state law and by the Authority’s bylaws; and

WHEREAS, the Authority is authorized to establish an appropriate meeting schedule to transact the business of the Authority; and

WHEREAS, the Authority desires to amend the bylaws to permit the Authority’s Board of Commissioners to determine a more appropriate and efficient meeting schedule and to update the bylaws in accordance with state law; and

WHEREAS, the Board of Commissioners of the Housing Authority of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend the bylaws;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of West Valley City, Utah, as follows:

- 1) Article I, Section 2 of the bylaws is hereby amended as follows:

Section 2. Purpose of the Authority. The purpose of the Authority is to remedy unsafe and unsanitary housing conditions and provide decent, safe and sanitary dwellings to persons of low and medium income and fulfill such other purposes as set forth now and in the future in ~~Title 55, Chapter 18~~ Title 35A, Chapter 8, Part 4, Utah Code Annotated 1953, as amended.

- 2) Article I, Section 3 of the bylaws is hereby amended as follows:

Section 3. Governing Body. The governing board of the Authority shall be known as the West Valley City Housing Authority Commission. The Commission shall be composed of ~~five~~ seven members appointed by the West Valley City Council in accordance with Utah law. Each member shall have one vote.

- 3) Article II, Section 3 of the bylaws is hereby amended as follows:

Section 3. Chairman. The Chairman shall preside at all meetings of the Authority. ~~These meetings shall consist of the following: the organizational meeting, the annual meetings, the regular monthly meetings, and special or emergency meetings.~~ At each ~~such~~ meeting, the Commission and the Executive Director, or his designee, may submit

such recommendations and information as they may consider proper concerning the business, affairs, and policies of the Authority.

4) Article IV of the bylaws is hereby amended as follows:

~~Section 1. Organizational Meeting.~~ ~~The organizational meeting of the Authority shall be held on such day as determined by the Commission. The Commission will elect from its members a Chairman and Vice Chairman who will act as the officers of the Authority.~~

~~Section 2. Annual Meeting.~~ ~~The annual meeting of the Authority shall be held usually on the first Tuesday of February at a time and place set by the Executive Director. Official notice will be given of the date, time and place of the meeting as designated by the Executive Director.~~

~~Section 3. Regular Meeting.~~ ~~The regular meeting of the Authority shall be held at least monthly, usually on the first Tuesday of the month. Official notice will be given of the date, time and place of the meeting as designated by the Chairman.~~

~~Section 4. Special Meetings.~~ ~~The Chairman, or the Executive Director may, when the Chairman deems it expedient, or shall, upon written request of two members of the Commission, call a special meeting of the Authority for the purpose of transacting any business designated in the call. The call for a special meeting shall be delivered to each Commissioner at the business or home of each, at least one day prior to the date of such special meeting. Commissioners may waive the right to delivery of the call upon telephone contact. Any defects in the delivery of the call or telephonic contact shall be waived by either the presence of the Commissioner at the special meeting or by a non-present Commissioner signing a written waiver thereafter. At such special meeting, no business shall be considered other than as designated in the call.~~

~~Section 5. Quorum.~~ ~~The powers of the Authority shall be vested in the Commission. Three members shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes. Action may be taken by the Commission upon a vote of at least three commissioners.~~

~~Section 6. Order of Business.~~ ~~At the regular meetings of the Authority, the following shall be the order of business:~~

- ~~1. ROLL CALL~~
- ~~2. APPROVAL OF MINUTES~~
- ~~3. REPORT OF THE EXECUTIVE DIRECTOR~~
- ~~4. UNFINISHED BUSINESS~~
- ~~5. NEW BUSINESS~~
- ~~6. ADJOURNMENT~~

~~Section 7. Resolutions.~~ ~~All resolutions shall be in writing and designated by number, reference to which shall be inscribed in the minutes and an approved copy of the~~

~~approved resolution should be filed in the official proceedings of the Authority.~~

The annual and regular meetings of the Authority shall be held in accordance with a schedule determined by the Authority and in accordance with Utah law. Special meetings may be called in accordance with Utah law. All resolutions shall be in writing and designated by number. A quorum exists when a majority of Commissioners are present.

- 5) Article V, Section 1 of the bylaws is amended as follows:

Section 1. Amendments of the Authority Bylaws. The bylaws of the Housing Redevelopment Authority of West Valley City shall be amended only ~~with the approval of at least three members of the Commissioners at a regular or special meeting.~~ by resolution approved by four or more Commissioners.

- 6) The amended bylaws shall be recorded and filed in accordance with Utah law.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

HOUSING AUTHORITY OF WEST VALLEY
CITY

CHAIRMAN

ATTEST:

SECRETARY